## BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

LINCOLN COUNTY HIGHWAY EMPLOYEES, LOCAL 332, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, : No. 47550 AFL-CIO

: Case 124

and

LINCOLN COUNTY

Appearances:

Mr. Phil Salamone, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, on behalf of the Union.

Mr. Charles A. Rude, Personnel Coordinator, Lincoln County, on behalf of the County.

## ARBITRATION AWARD

The above-entitled parties, herein the Union and County, are privy to a collective bargaining agreement providing for final and binding arbitration. Hearing was held on July 9, 1992, in Merrill, Wisconsin, and it was not transcribed. There, I issued a bench decision which this Award augments.

## ISSUE:

What is the proper resolution of this grievance?

## DISCUSSION:

The issue herein centers on the events which arose after Arbitrator Richard B. McLaughlin issued his Arbitration Award on January 29, 1992, wherein he ruled that the County had violated Article VIII, Section A, of the contract; that the County had to repost the Leadman position at its Tomahawk shop; and that depending upon successful completion of a probationary period, the County had to award back pay if any employe more senior than employe Carl Taves, who was initially given the job, was awarded the Leadman position.

After receiving Arbitrator McLaughlin's award, the County posted, but did not fill, the Leadman position. Instead, it created a new supervisory position for the Highway Department, hence leading to the instant grievance.

Based upon these facts, I find that the County shall pay John Swarmer and Philip Haring \$300 apiece - as they were the two most senior applicants for the reposting of the Leadman position.

This finding is limited to the very narrow facts herein; as a result, this Award shall not have any precedential effect.

Dated at Madison, Wisconsin this 21st day of July, 1992.

By <u>Amedeo Grec</u>o /s/ Amedeo Greco, Arbitrator